

AGREEMENT BETWEEN
CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
CAPE MAY COUNTY, NEW JERSEY
and
TEAMSTERS LOCAL 331

January 1, 2010 through December 31, 2012

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PREAMBLE

1. This Agreement is hereby made by and between the CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY, in the County of Cape May, State of New Jersey, a public employer of the State of New Jersey (hereinafter referred to as the "Authority/CMCMUA"), and TEAMSTERS LOCAL 331 (hereinafter referred to as the "Union").
2. Any reference herein to the male gender shall be deemed to refer to the female gender as well.
3. This contract has as its purpose the promotion of harmonious employee relations between the Authority/CMCMUA and its employees represented by the Union. Further, the Authority/CMCMUA and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

ARTICLE 1
RECOGNITION

- A. The Authority/CMCMUA recognizes the Union as the exclusive representative for the purpose of collective negotiations with respect to the salaries, wages and other terms and conditions of employment of the members of the bargaining unit, which shall be defined as the following: Regularly employed full-time and regularly employed part-time operations, maintenance and craft employees employed by the Authority/CMCMUA, including: transfer station operator, weighmaster, senior heavy equipment mechanic, senior heavy equipment operator, heavy equipment operator, laborer, utility worker, shift operator, laboratory technician, plant mechanic, senior electrician, electrician, utility worker/transfer vehicle operator, project electrician, project mechanic, composting operator, assistant composting operator, equipment mechanic, maintenance worker, composting worker, mechanic/welder, utility/operator trainee, maintenance mechanic and weighmaster/clerk, senior shift operator, senior project mechanic, solid waste administrative assistant but excluding managerial executives, confidential employees, supervisors, professional employees, clerical employees, seasonal employees and all other employees employed by the Authority/CMCMUA.
- B. Part-time employees are defined as those employees working more than twenty (20) hours per week.
- C. The Authority/CMCMUA agrees to provide the Union with written notice of all newly created positions. In addition, the Authority/CMCMUA will notify the Union Headquarters of all terminations in the bargaining unit.
- D. Two (2) seasonal employees at the Wood Products Division of the Sanitary Landfill will commence employment the third Monday in March. Other seasonal employees at the

Sanitary Landfill will commence employment on or about April 15 and end employment on or about September 30. Seasonal employees at all other facilities will work between the week before Memorial Day and September 30. Supervisors shall not perform bargaining unit work, except in the case of an emergency or for training purposes.

- E. The Authority/CMCMUA shall have the right to hire temporary employees to replace employees on any type of extended leave for the duration of such leave. Such temporary employees shall be excluded from the bargaining unit.

ARTICLE 2
PROBATIONARY PERIOD

- A. During the first four (4) months of continuous employment, an employee shall be considered a probationary employee, and the Authority/CMCMUA may terminate his employment within that time without resort to the grievance procedure. This probationary period may be extended upon notice to the Union by one (1) additional thirty (30) day period.
- B. Probationary employees are not permitted to apply for promotions and/or transfers. Once a new employee passes his probationary period pursuant to Paragraph A of this Article, he shall not be discharged without just cause.
- C. When promotions are made, employees shall serve a probationary period of three (3) months in the new position, during which the Authority/CMCMUA shall have the right to return the employee to his former position. This period may be extended up to thirty (30) days upon notice to the Union.

ARTICLE 3
DUES, CHECKOFF, REPRESENTATION FEE, AND INDEMNIFICATION

- A. **DUES AND INITIATION FEE:** It is understood and agreed between the Authority and the UNION that the AUTHORITY will deduct any back unpaid Union dues and initiation fees owed to the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the AUTHORITY), as well as, current monthly dues and initiation fees, from the paycheck of all employees who have signed proper legal authorization cards and filed with the Authority for such deductions and who are covered by this Agreement, twice monthly, commencing thirty (30) days after employment begins. The Union agrees to provide the Authority with authorization cards for dues checkoff and/or notify the Authority which employees will be paying the representation fee instead of full dues.
- B. The Authority further agrees to remit within seven (7) days to the Secretary/Treasurer of the Union, immediately after the checkoff payday, all Union dues and initiation fees so deducted from the paychecks of employees covered by this Agreement.
- C. If a bargaining unit employee does not become a member of the Union during any calendar year which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Union for that year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.
- D. The representation fee to be paid by non-members will be equal to 85% of that amount.
- E. On or about the last day of each month, the Authority/ CMCMUA will submit to the Union a list of all employees who began their employment in a bargaining unit position

during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

F. The Union agrees to indemnify, defend and hold and save the Authority/CMCMUA harmless from any causes of action, demand, claim, suit, loss, damages or any other liability that shall arise out of or by reason of action taken by the Authority under this Article.

ARTICLE 4
UNION POLITICAL ACTION COMMITTEE DEDUCTIONS AND SOCIAL FUND

- A. **POLITICAL AND SOCIAL FUND:** Upon receipt of written authorization for deduction from wages, the Authority agrees to deduct two dollars (\$2.00) from the wages of the Union employees for their contribution in the Teamsters Union Local 331 Political and Social Fund, or such similar organizations as may be requested by the Union. The Authority will make deductions on a bi-weekly basis as provided in the authorization, and will forward the amounts deducted to the Teamsters Union Local #331 Political and Social Fund, P.O. Box 1073, Pleasantville, NJ 08232, on a monthly basis. No such authorization shall be recognized if it is in violation of State or Federal law. No deduction shall be made if it is prohibited by applicable law.
- B. The Union shall indemnify, defend and save harmless the Authority against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Authority under this Article.

ARTICLE 5
MANAGEMENT RIGHTS

A. The Authority/CMCMUA hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Authority/CMCMUA and its properties and facilities and the on-the-job activities of its employees;
2. To hire all employees and, subject to the law, to determine their qualifications and conditions of continued employment or assignment, and to promote and transfer employees based on seniority and ability and qualifications to perform the job;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause;
4. To make all decisions relating to the Authority/CMCMUA's operations and maintenance activities, including, but not limited to the methods, means, processes, materials, procedures and employees to be utilized;
5. To establish any new job classifications and job content and qualifications;
6. To change, combine or establish and schedule the working hours of employees;
7. To change the job content and duties of any classification;
8. To determine the standards of performance of the employees;
9. To maintain efficiency and cost effective operations and maintenance;

10. To layoff employees in the event of lack of work or funding, or any other conditions where continuation of such work would be inefficient and/or nonproductive;
11. To change, modify or promulgate policies, rules and regulations;
12. To make work assignments;
13. To utilize the services of a contractor when, in the judgment of the Authority/CMCMUA, such services would be more efficient.

B. The exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Authority/CMCMUA, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the express terms of the Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Authority/CMCMUA in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Authority/CMCMUA in any of its rights, responsibilities and authority under N.J.S.A. 40:14A and/or 40:14B or any other national or state law or local ordinance.

D. The failure to exercise any of the foregoing rights, or any other management rights, shall not be deemed to be a waiver thereof. Any act taken by the Authority/CMCMUA not specifically prohibited by this Agreement shall be deemed a management right and shall be considered such as if fully set forth herein.

ARTICLE 6
GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" as used herein means any controversy arising over disciplinary matters, the interpretation, application or alleged violation of this Agreement, policies or administrative decisions which affect terms and conditions of employment and may be raised by individuals or the Union. If an individual wants to represent himself, the steward may be present to present the Union's position. All grievances must be presented on Authority/CMCMUA issued Grievance Forms. All grievances shall be signed by the individual or steward, or both.

B. PROCEDURE

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. This procedure shall be followed in its entirety unless any step is waived by mutual consent:

STEP 1: If no solution can be reached in an informal grievance procedure with the Supervisor and the Steward and/or Business Agent, the aggrieved employee may put the grievance or dispute in writing within ten (10) days of the occurrence or knowledge of the occurrence and the Steward and/or the Business Agent will submit the written grievance to the Solid Waste Program Manager or Wastewater Program Manager and the Union. The Steward of the Union and the Manager shall meet in an attempt to reach a satisfactory resolution. The Manager will give a written answer within five (5) working days of the grievance meeting.

STEP 2: If the grievance is not settled in Step 1, it shall be presented in writing to the Executive Director, or designee, within ten (10) working days of the receipt of the written

decision rendered in Step 1. The Executive Director, or designee, shall meet with the Union Business Agent within fifteen (15) working days of receipt of the grievance. The Executive Director, or designee, shall give their decision in writing within fifteen (15) working days of the date of the said grievance meeting.

STEP 3: BINDING ARBITRATION

1. With respect only to those grievances involving the express terms of this Agreement and in the event the grievance is not resolved to the Union's satisfaction at Step Two, or in the event the Executive Director has not served a timely written response at Step Two, then within forty-five (45) calendar days after the response date set forth in Step Two, the Union may file for Arbitration in accordance with paragraph (2) below.
2. The Union may invoke binding arbitration by submitting a written request therefore to the Public Employment Relations Commission, with a copy of such request to the Executive Director. Thereafter, binding arbitration proceedings shall be conducted pursuant to the Rules of the Public Employment Relations Commission, except as they may be expressly altered or modified herein.
3. The arbitrator shall be required to deliver to the parties a written award, coupled with a written opinion setting forth detailed reasons, findings of fact and conclusions of law utilized in making his award, by no later than thirty (30) days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The arbitrator expressly has no authority to modify, add to, subtract from, or in any way whatsoever alter the provisions of this Agreement.

4. Grievance and arbitration meetings and hearings shall be held at mutually acceptable times and places. Requests for witnesses shall be made to the Authority/CMCMUA designee in charge of personnel or his designee, in writing by no later than three (3) calendar days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Authority/CMCMUA.
5. Costs of the services of the arbitrator shall be borne equally by the Authority/CMCMUA and the Union.
6. Additional costs incurred shall be borne by the party incurring same.
7. Nothing herein shall preclude the parties from agreeing on a particular arbitrator to serve in any particular case.

C. GENERAL PROVISIONS

1. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed at any step in the grievance procedure, the grievance shall be deemed to have been denied and the Union may appeal the grievance to the next step up to and including arbitration. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for any step in the grievance

procedure, by a written agreement by the appropriate representatives for each party.

2. The Business Agent and/or International Representative of the Union may take part in the proceedings at Step 1 and above.
3. Employees taking part in grievance meetings and hearings shall suffer no loss in pay.
4. In the case of grievances involving discharges and suspensions, a grievance may be filed beginning with Step Two.
5. No grievance will be settled without the Union's approval. No individual may process a grievance beyond Step Two without the Union's approval.
6. Copies of grievances will be forwarded to the Union President at each step of the grievance procedure.
7. Upon acceptance of the decisions rendered by management at any step, the grievant, his shop steward, and the Union President must sign the grievance form acknowledging settlement.
8. Sufficient notification, at least three (3) days, shall be given to the grievant and shop steward as to date and time of hearings.
9. After the decision has been rendered by management at Steps One and Two, the grievant and/or Union must specify in writing at the time of the appeal to the next level of the grievance procedure why the decision is not acceptable.

ARTICLE 7
FULLY BARGAINED PROVISIONS

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.
- B. The Authority/CMCMUA and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement even though each subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE 8
NON-DISCRIMINATION

- A. Neither the Authority/CMCMUA nor the Union shall discriminate against any employee because of race, creed, religion, color, age, sex, national origin, handicap or marital status.
- B. There shall be no discrimination by the Authority/CMCMUA or the Union against any employee because of the employee's membership or non-membership in the Union.

ARTICLE 9
NO STRIKE PLEDGE

- A. The Union agrees that, during the term of this Agreement, it shall cause no strikes, work stoppages, or other acts of disharmony contrary to the intent of this provision or law.
- B. In the event of any such acts enumerated above, such employees so engaged may be subject to disciplinary or dismissal action. The Union further agrees that it will immediately notify all employees in the bargaining unit that any such action is not sanctioned by the Union and that the Union joins with the Authority/CMCMUA in insisting that all employees cease and desist immediately.
- C. The Union further agrees that Authority/CMCMUA shall have any and all recourse in law to restore normal working operations.
- D. The Union acknowledges that the employees represented by the Union are public employees within the meaning of Article 1, Paragraph 19 of the New Jersey Constitution (1947) and, while entitled to the rights and privileges guaranteed public employees under the law, such employees are subject to the limitations upon their rights established by law.
- E. The Authority/CMCMUA agrees that there shall be no lockout for the term of this Agreement.
- F. The Union shall not be liable for damages caused by unauthorized job actions of employees covered by this Agreement.
- G. This Article is not intended to limit the freedom of speech of the Union or its members.

ARTICLE 10
POSTING AND ANNOUNCEMENTS

- A. Job openings and promotional opportunities within the bargaining unit shall be posted prominently at each facility for seven (7) calendar days. The posting shall include the classifications; the salary range; a description of the jobs; any required qualifications; and whether the job requires a test (if known); and, the procedure to be followed by employees interested in applying. Notice of non-bargaining unit positions shall be provided to the Union President.
- B. A copy of each above-referenced posted notice shall be forwarded to the Local Union President at the designated location as certified on Union letterhead by the Union Business Agent.
- C. Where a promotion or transfer is consummated as a result of the job posting procedure, the Authority/CMCMUA will post the name of the individual appointed or transferred for seven (7) calendar days and will forward a copy to the Union Headquarters.
- D. It is agreed that eligible employees who meet the minimum qualifications of the position and apply for a promotion or transfer in the bargaining unit will be given priority over non-employees. To be given consideration for a lateral transfer, an employee must be in their current position and at their current facility for a period of at least three (3) months.
- E. The shop steward may apply for an employee on an authorized paid leave, so long as the employee confirms his interest in writing within seven (7) calendar days of the initial posting period.
- F. Postings for promotional/transfer opportunities must be either filled, canceled, or reposted within sixty (60) days.

ARTICLE 11
BULLETIN BOARDS

- A. The Authority/CMCMUA will provide bulletin boards to be used exclusively for the posting of Union notices.
- B. Material to be placed on the Union Bulletin Boards will consist only of the following:
 - 1. Notice of Union Elections and the results of the elections.
 - 2. Notice of Union legislation.
 - 3. Notices of Union meeting.
 - 4. Notices of Union social and recreational events.
 - 5. Notices concerning official Union business.
 - 6. Other notices concerning legitimate Union matters.

ARTICLE 12
PERSONNEL FILE

- A. Nothing adverse shall be entered into an employee's personnel file unless he has been apprised of same in writing.
- B. An employee upon one (1) working day's written request to the Authority/CMCMUA shall have an opportunity to review his personnel file in the presence of an appropriate official of the Authority/CMCMUA.
- C. An employee shall be allowed to place in his personnel file a response of reasonable length to anything contained therein.
- D. Employees shall notify the Authority/CMCMUA promptly regarding any changes in their emergency data form.

ARTICLE 13
HOURS OF WORK AND OVERTIME

- A. The normal work day for day-shift personnel shall be eight and one-half (8 1/2) hours, including a one-half (1/2) hour unpaid meal break. Specific shifts and hours shall be scheduled by the Authority/CMCMUA from time to time.
- B. The normal work day for second-shift wastewater personnel and weighmasters on any day (or part) assigned to the landfill or transfer station shall be eight (8) hours, including a one-half (1/2) hour paid meal break to be taken at the work station. Specific shifts and hours shall be as scheduled by the Authority/CMCMUA from time to time.
- C. Overtime at time and one-half (1/2) the base rate shall be provided for authorized work in excess of forty (40) hours per week or eight (8) hours per day. Such time must be approved by the appropriate supervisor in order to be compensable.
- D. Any time not properly recorded shall be considered as time not worked.
- E. All employees shall work a reasonable amount of overtime when requested by the Authority/CMCMUA.
- F. There shall be no pyramiding of overtime or premium pay.
- G. The Authority/CMCMUA reserves the right to schedule or reschedule employees in accordance with its needs, including but not limited to, scheduling Saturdays and Sundays as normal work days for some employees.
- H. Nothing herein shall guarantee employees any minimum work day or work week.
- I. Employees regularly working the second shift shall be paid a shift differential of thirty (\$.30) cents per hour for hours worked after 3:30 p.m. Employees regularly working the third shift shall be paid a shift differential of sixty (\$.60) cents per hour for hours worked after 11:30 p.m. and before 7:00 a.m.

- J. Employees required to carry a pager after hours shall be compensated by an additional daily payment on such days that they do so. Said daily compensation shall be twenty dollars (\$20.00).
- K. An employee called back to work after the employee has left Authority property or before his regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay and will be required to stay at the site for a minimum of one (1) hour. Employee will receive two (2) hours pay within the first 4 hours for a second call back, with no automatic requirement to stay on site for a minimum of one (1) hour. Employees shall only receive the minimum call-in pay when such call-in is not contiguous to the employee's regularly scheduled shift.
- L. Employees shall receive a break period of fifteen (15) minutes during the first half of the shift and fifteen (15) minutes during the second half of the shift, so long as the employees' positions are covered. Employees shall remain "on call" during break periods.
- M. Employees who perform bargaining unit work in a higher classification than their own, with proper authorization, for a period in excess of one (1) full day in a pay period shall be paid at a rate of \$1.25 per hour higher than his normal rate from the first day of such work in the higher classification. Supervisors shall not schedule employees for the purpose of avoiding paying employees higher class pay. This provision shall not apply to the following circumstances:
 - 1. During period of emergencies, i.e., matters concerning public safety, major storms and disasters.
 - 2. When employees are assigned to jobs for training purposes.

- N. Employees called into work on their scheduled day(s) off shall work their regular schedule the balance of the week.
- O. When daily unscheduled overtime is required at the end of a shift, it will be assigned on a rotation seniority basis of the qualified employees within each job classification who are present at the facility at the time the need for the overtime is determined by the supervisor. This shall not apply to any job which has already been started by an employee; in such case, that employee may be assigned to complete the job, without regard to seniority.

ARTICLE 14
SICK LEAVE

- A. All employees covered by the Agreement shall be granted sick leave with no loss of regular straight-time pay of one (1) working day for each month of service, to a maximum of twelve (12) days per year. (Less than a month will be prorated.)
- B. In charging the employee with sick leave, the smallest unit to be considered is fifteen minutes (one-quarter hour) of a workday.
- C. Sick leave may be utilized only for bona fide illness, accident or exposure to contagious disease which necessitates absence from work. A certificate by the attending physician shall be required whenever an abuse or pattern of any type is suspected or, in any case, upon the third consecutive day of absence.
- D. In the event of the absence of an employee, such employee shall notify the Authority/CMCMUA at least one (1) hour prior to his scheduled shift. Such employee shall call prior to his scheduled shift for any day during which a sick day will be taken. Notification by anyone other than the employee may not be accepted unless the employee is physically incapable of notifying the Authority/CMCMUA him/herself.
- E. Unused sick days may accumulate from year to year to a maximum of two hundred sixty (260) days total. Upon retirement after fifteen (15) years of service with the Authority/CMCMUA, an employee will receive fifty percent (50%) of his unused sick leave pay, up to a maximum payment of fifteen thousand dollars (\$15,000.00).
- F. All employees who have perfect attendance for a period of three (3) months shall be granted one (1) additional personal leave day for each such period. The three (3) month periods are defined as follows:
 1. January 1st through March 31st

2. April 1st through June 30th
3. July 1st through September 30th
4. October 1st through December 31st
 - (a) Perfect attendance is defined as attendance at work on every scheduled work day during the quarter with the exception of absences for approved, Authority-paid leave (e.g. vacation, jury duty, bereavement leave, military leave, personal leave).
 - (b) An unpaid absence of any duration is not considered attendance at work (e.g., leave without pay, suspension, workers' compensation disability, temporary disability, Family and Medical Leave Act leave).

G. Two (2) sick days per year may be used to attend a sick member of any employee's immediate family. (Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brothers and sisters only.) The Authority/CMCMUA reserves the right to require proof of illness.

ARTICLE 15
VACATION

A. Vacations shall be provided to members of the bargaining unit in accordance with the following schedule:

First (1st) through the end of the Fourth (4th) year of service.	One (1) day per month to a maximum of twelve (12) days per year
After the Fourth (4th) through the end of the Tenth (10th) year of service.	One and one-quarter ($1\frac{1}{4}$) days per month to a maximum of fifteen (15) days per year.
After the Tenth (10th) through the end of the fifteenth (15th) year of service.	One and one-half ($1\frac{1}{2}$) days per month to a maximum of eighteen (18) days per year.
After the fifteenth (15th) year of service through the end of the twenty-fourth (24th) year of service.	One and two thirds ($1\frac{2}{3}$) days per month to a maximum of twenty (20) days per year.
After the twenty-fourth (24th) year of service.	One and eighty-three one-hundredths (1.83) days per month to a maximum of twenty-two (22) days per year.

B. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of either the employee or the Authority/CMCMUA, up to one (1) year's accrual is deferred to the following year. In that event, the one (1) year's accrual may be deferred to the next succeeding year only.

C. Scheduling of vacations shall be at the discretion of the Authority/CMCMUA; however, seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Authority/CMCMUA. The Authority/CMCMUA reserves the right to limit vacations by location and/or job classification and/or shift, to a reasonable number.

- D. A minimum of one (1) week of each employee's vacation shall be taken at a minimum of one (1) week at a time unless the Authority/CMCMUA approves less at its option. The remainder may be taken in half hour (1/2 hour) units.
- E. Pay for the vacation period consists of regular base pay only, excluding overtime and premium pay of any type.
- F. There shall be no vacations taken during the summer "peak" periods, as determined by the Authority/CMCMUA, unless specific permission is granted by the Authority/CMCMUA and except under the following conditions: Employee must submit his written request prior to April 1 of each year; request must be for a minimum of one (1) week; no more than one (1) employee may be scheduled for vacation at each location each week of the summer "peak" periods. Only one (1) request per year of one (1) week's vacation per individual shall be allowable under this paragraph.
- G. In the event an employee requests vacation not yet accrued, the Authority/CMCMUA shall grant said request for up to an employee's maximum annual accrual, as calculated under paragraph A herein.
- H. In the event an employee leaves the employ of the Authority/CMCMUA for any reason, or is terminated for any reason, prior to accrual under paragraph A herein, the Authority/CMCMUA shall have the right to recover the amount of time taken, but not accrued, from the employee's final pay or by any other lawful means.
- I. In the event of an employee's death, his accrued, but unused vacation shall be paid to his estate.

ARTICLE 16
HOLIDAYS

A. For each year of this Agreement, employees shall be entitled to the following paid holidays as designated by the Authority/CMCMUA:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

B. Holidays falling on Saturday or Sunday shall be celebrated on the previous Friday or the next Monday, respectively.

C. Hours worked on a holiday shall be compensated at time and one-half (1½) for those hours worked, in addition to eight (8) hours holiday pay at straight time. Hours actually worked in excess of eight (8) on a holiday shall be compensated at double time and one-half (2½).

D. Employees who have a designated holiday fall on their regularly scheduled day off will celebrate the holiday on their next regularly scheduled work day.

E. An employee, who is not scheduled to work on a holiday and is absent the day before or the day after the holiday, shall not receive holiday pay of eight (8) hours regular pay, unless such absence was approved in advance. An employee who works the holiday but is absent the day before or the day after a holiday, shall receive regular pay and overtime for any hours worked in excess of eight (8) hours for the holiday, unless such absence

was approved in advance. If the employee presents a doctor's certification upon the return to work, then Management will count the holiday.

- F. An employee on any unpaid absence from the Authority for the day before the holiday, the holiday, and/or the day after the holiday, shall not receive holiday pay of eight (8) hours regular pay.
- G. It is understood that there shall only be one (1) day of celebration in the event a holiday is celebrated on a day other than the actual day of said holiday, and no additional day shall be received because of the adjustment of the day of celebration.

ARTICLE 17
BEREAVEMENT LEAVE

- A. All employees shall be granted up to a maximum of three (3) consecutive work days leave, including the day of the funeral, without loss of regular straight-time pay, upon the death of a member of his immediate family. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- B. Immediate family is defined as spouse, children, parents, grandparents, legal guardians, grandchildren, brothers and sisters, spouse's parent and spouse's grandparents.
- C. In the event of a death in the employee's nonimmediate family, employees shall be entitled to one (1) day of leave to attend the funeral, without loss of regular straight-time pay. In the event the deceased is being interred outside of the State of New Jersey at least two hundred (200) miles from the employee's home, one (1) additional consecutive day shall be granted.
- D. Nonimmediate family is defined as brother-in-law, sister-in-law, stepbrother, stepsister, and any other relative residing permanently in the employee's household.
- E. The Executive Director, in his discretion, may require proof of death and/or relationship.

ARTICLE 18
JURY DUTY

- A. Employees summoned for jury duty shall be granted leave with straight-time pay for attending required jury duty for a maximum of two (2) weeks per year, which will be extended upon presentation of a letter from the Court mandating an additional period.
- B. If any employee is required to serve on jury duty, such employee shall be required to notify his immediate supervisor in writing at least two (2) weeks in advance and report for their regularly assigned work on the calendar day immediately following their final discharge from jury duty. If discharged from jury duty prior to the end of a work day, employees shall call to see if they are needed to work for the duration of the work day; if so, employees shall so report for work.
- C. If there is a change in the originally established jury duty leave, the employee must notify his immediate supervisor to make the necessary arrangements to return to work, otherwise, the employee shall receive no pay from the Authority/CMCMUA.
- D. Employees shall cooperate with the Authority/CMCMUA and report to work at all times possible when requested during jury duty. The employees' immediate supervisor must be notified in advance any day that employees are not required to report for jury duty, and employees shall report to work on those days.
- E. Jury duty on an unscheduled work day shall not be paid by the Authority/CMCMUA.
- F. The Authority/CMCMUA reserves the right to require adequate proof of the time served on jury duty and the amount received for such service.
- G. Second shift employees who are required to serve on jury duty will be rescheduled to the first shift while serving on jury duty. All sections of the Article will apply to such rescheduled employees.

ARTICLE 19
MILITARY LEAVE

- A.
 - 1. An employee who is a member of the national guard or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual active duty for training shall be granted a leave of absence with no loss of regular pay for such period not to exceed ten (10) working days per year. In the event the orders so specify, the time shall be extended to fifteen (15) working days per year.
 - 2. During the period of such active duty, the employee retains all benefits and coverages with no loss in regular pay.
 - 3. A copy of the orders requiring the individual to report for such duty must be attached to the leave of absence request.
- B. All military leave shall be provided in accordance with applicable State and Federal law.

ARTICLE 20
LEAVE OF ABSENCE

- A. The request for an official unpaid leave of absence must be submitted in writing on the "Form for Leave of Absence Without Pay" to the employee's supervisor who shall forward it to the Department or Program Manager. The request must indicate the reason for the leave, the date leave will commence, and the expected duration of the leave. Final approval of any such leave will be granted in writing by the Executive Director, who may place such terms and conditions on the leave as he deems appropriate for each particular case.
- B. At the discretion of the Executive Director, any employee who has completed at least one (1) year of service, may be granted a leave of absence without pay.
- C. An employee on leave of absence without pay exceeding seven (7) days in length, except military leave, does not accrue vacation leave, sick leave, or any other benefits, with the exception of continued enrollment in the Health Benefit Plans, Public Employees' Retirement Systems or contributory life insurance unless the employee agrees to bear the costs.
- D. A leave of absence shall not exceed thirty (30) days in length, after which it may be reconsidered, and any requested extension shall either be granted or denied.
- E. During an unpaid leave of absence, an employee may not engage in any new, unapproved employment of any kind, whether full time, part time, or self employment.
- F. Employees are required to notify the Authority/CMCMUA of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.

G. The Authority/CMCMUA shall have the sole discretion in matters of leaves of absence and each decision made shall be on its own merits. In no event shall the decision whether or not to grant a leave be precedential as to any other` decision regarding a leave, nor shall denial be the subject of a grievance; however, an employee whose request has been denied shall have the right to a personal appearance before the Executive Director.

ARTICLE 21
TEMPORARY DISABILITY LEAVE (UNPAID)

- A. An official Temporary Disability Leave (TDL) without pay or an extension thereof may only be granted, in writing, by the Authority/CMCMUA or designee on a case-by-case basis. The denial and/or granting of TDL or an extension by the Authority/CMCMUA is solely a managerial right and the denial and/or granting shall not be considered precedential in nature on either party as to any other request for TDL and/or an extension. TDL will run concurrently with medical leave entitlement under the Federal Family and Medical Leave Act (FMLA), provided that said personal illness or injury meets the definition of a serious health condition under the FMLA.
- B. Employees disabled through personal illness or injury may be granted Temporary Disability Leave under the following conditions:
 1. To be eligible for Temporary Disability Leave, the employee must first exhaust all accrued sick leave. At the employee's option he may also utilize his accrued vacation leave prior to requesting a Temporary Disability Leave.
 2. Employee must request, in writing, a Leave Without Pay for Temporary Disability.
 3. A certificate from the employee's legally licensed physician must be submitted with the request. The certificate must declare the employee is unable to work and the anticipated date that he may return to work.
 4. The Temporary Disability Leave shall not exceed sixty (60) days in length. If additional time is needed, a written request, with attending physician's certificate, must be submitted requesting the extension. The request should be submitted at least ten (10) days prior to the expiration of the previously approved TDL.

- C. The Authority/CMCMUA will continue to pay the costs of the Health Benefit Plans for all full-time employees granted a Temporary Disability Leave including periods of approved extension(s).
- D. Contributions to the New Jersey Public Employees' Retirement System will resume upon the employee's return to work. Employees have a twelve (12) month period within which to purchase the leave time for credit in the retirement system.
- E. Employees on an approved Temporary Disability Leave without pay will not be required to pay contributions for contributory life insurance which will be continued in force during the period of Temporary Disability.
- F. An employee on Temporary Disability Leave without pay does not accrue sick leave or vacation leave.
- G. Employees are required to notify the Authority/CMCMUA of the anticipated date of return, as soon as such date is known to the employee. Failure to return on such date without notice shall be considered a voluntary resignation.
- H. Employees who are injured while working at another job, whether authorized or not by the Authority/CMCMUA, and whether self-employed or not, shall not be entitled to Temporary Disability Leave.

ARTICLE 22
SENIORITY

- A. "Seniority" shall be defined as an employee's total length of continuous service with the Authority/CMCMUA. "Classification Seniority" shall be defined as an employee's length of continuous service within his current specific classification.
- B. In the event an employee is promoted or transferred to another classification, he shall begin to accrue "classification seniority" on a daily basis. After the employee has worked in the new classification for twelve (12) months, his "classification seniority" shall be the same as "seniority"; prior to twelve (12) months in the new classification, his "classification seniority" shall be only actual time worked in the classification.
- C. Forty-five (45) days' notice of layoff shall be provided to affected employees.
- D. For the purpose of layoff and recall, the last person placed in a classification shall be the first one to be laid off, and the last to be laid off shall be the first to be recalled in accordance with "classification seniority". Any employee displaced from a classification by layoff shall retain seniority rights in other classifications based upon "seniority." In such cases, employees shall have "bumping" rights into lower-rated job classifications, only for which they meet the established qualifications.
- E. Laid-off employees shall remain on a recall list for two (2) years. Notice of recall shall be sent to the employee by certified mail or overnight mail to the employee's last address of Authority/CMCMUA record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.
- F. Seniority of employees hired or placed into classification on the same date shall be established by impartial lottery; the procedures for such a lottery shall be mutually agreed upon by the parties.

- G. Once per year, the Authority/CMCMUA shall prepare and forward to the Union a seniority list of employees indicating classification and effective dates of employment with the Authority/CMCMUA
- H. Seniority shall terminate: when the employee quits or resigns; when the employee is discharged; when the employee is laid off for a period in excess of two (2) years; upon absence without leave in excess of five (5) working days; upon failure of an employee to accept recall within one (1) working week of notice of recall from the Authority/CMCMUA; and, upon failure to return from an approved leave of absence.
- I. Employees on authorized leaves of absence (unpaid) shall not lose seniority rights. Upon their return, anniversary dates as they pertain to merit increases and performance evaluations will be adjusted accordingly unless the leave is for less than fifteen (15) working days, in which case the anniversary date will not be changed.
- J. The Authority/CMCMUA shall utilize experience, ability, skills, attitude, qualifications and attendance as the criteria for promotion of employees to job classifications within the bargaining unit having a higher rate of pay. When two (2) or more employees are equally qualified in accordance with the above, then "seniority" shall be the deciding factor.

ARTICLE 23
HEALTH BENEFIT PROGRAM

- A. The Authority/CMCMUA shall continue to provide health coverage at not less than such coverages as the County of Cape May may provide to its employees.
- B. The Authority/CMCMUA, however, reserves the right to review and change health benefit insurance coverages during this Contract as long as the level of coverage provided is comparable.
- C. The Authority/CMCMUA shall continue to provide a prescription plan at no less coverage than the County of Cape May provides to its employees.
- D. Employees who have health insurance coverage through other sources (proof of other coverage required) may waive their health insurance coverage with the Authority/CMCMUA and receive \$2500 per annum, payable on or about December 1st of each year on a prorated basis.
- E. In the event a husband and wife are both employed by the Authority/CMCMUA, only one (1) designated spouse will be afforded coverage, with the other spouse being covered as a family member. The nondesignated spouse will receive \$2500 per annum in lieu of coverage on or about December 1st of each year on a prorated basis.
- F. Bargaining unit employees who are fifty-five (55) years of age, or older, and retire from the Public Employee's Retirement System (PERS) with twenty-five (25) or more years of service with the Authority/CMCMUA shall be eligible to receive Authority-paid health insurance benefits upon retirement from the Authority/CMCMUA as referenced in Authority/CMCMUA Resolution No. 98-98, dated September 2, 1998 and subsequent amendments thereafter.

G. New employees hired on or after January 1, 2007 will pay \$20.00 per pay check toward their health benefit premiums regardless of the type of coverage (single, husband/wife, parent/child, family) they select. New employees hired on or after January 1, 2007 will be eligible for the Authority's basic plan only (currently Horizon Blue Cross/Blue Shield Direct Access) for the life of this Agreement.

ARTICLE 24
UNIFORMS

- A. The Authority/CMCMUA will supply uniforms to new employees. Uniforms will consist of one (1) winter coat, five (5) pairs of blue pants, five (5) long sleeve blue shirts and five (5) summer T-shirts. In addition, bib overalls will be provided to employees whose job duties require the use of same. Pants, shirts, bib overalls and safety shoes will be the only uniforms replaced by the Authority/CMCMUA, pursuant to Paragraph D below. Worn winter coats shall be replaced every three (3) years, except when excessively damaged, when they may be replaced earlier. In either case, a coat shall be replaced only upon trade-in.
- B. Employees shall wear a pair of steel or fiberglass tipped safety shoes that meet ANSI standards for their job classification. New employees will be responsible for the initial purchase of the safety shoes. The Authority/CMCMUA shall provide reimbursement up to \$100.00 upon disclosure of a purchase receipt and at the conclusion of the probationary period. The employee shall furnish this receipt to the Authority/CMCMUA within one (1) week of purchase. The Authority/CMCMUA shall supply safety shoes to all employees except weighmasters.
- C. Employees shall wear the shoes and uniforms provided at all times while on duty; failure to do so may subject the employee to disciplinary action.
- D. Uniforms and shoes will be kept in good condition by the employees; damaged or worn out uniforms will be replaced by the Authority/CMCMUA when, in its discretion, it deems such replacement necessary.

ARTICLE 25
RELEASE TIME FOR UNION BUSINESS

- A. Union members shall be provided up to thirty (30) days per year (in the aggregate) to attend seminars, training sessions and such other legitimate activities on behalf of the Union as may be required.
- B. Time referred to in Paragraph A is release time only, and shall not be paid for by the Authority/CMCMUA, Employees may use available vacation leave time. Request must be from the Union on their letterhead with two (2) weeks' advance notice. The Authority reserves its rights to deny release time if it adversely affects the Authority's Operations.
- C. The time referred to in Paragraph A is the total aggregate time for all Union members.
- D. In all cases, two (2) weeks' advance notice to the Authority/CMCMUA shall be required before any release or paid time is granted.

ARTICLE 26
SAFETY AND HEALTH

- A. The Authority/CMCMUA agrees to make reasonable provisions for the safety and health of employees.
- B. An employee shall have the right to notify his Supervisor and the Safety Officer of all hazardous safety conditions, and complaints of unsafe or unhealthful conditions shall be promptly investigated and corrections promptly initiated by the Authority/CMCMUA.
- C. Union officials shall be granted access to the Authority/CMCMUA's work sites during regular business hours upon advance notice to the Wastewater Program Manager or Solid Waste Program Manager, in order to investigate complaints of unsafe or unhealthful conditions. A representative of the Authority/CMCMUA may accompany the official while on the premises. Operations shall not be disturbed by such visits.
- D. A Labor/Management Safety Committee shall be established and shall meet at mutually scheduled times to discuss problems of unsafe or unhealthful conditions within established guidelines. The committee shall consist of up to two (2) representatives from management and up to two (2) representatives from the Union. The Union shall be allowed to choose its representatives from among its members who are employed by the Authority/CMCMUA. The number of such representatives shall be no less than the number of management representatives.

ARTICLE 27
REPORTING ACCIDENTS

- A. Any employee involved in an accident (personal injury or property) shall immediately report said accident and any physical injuries sustained to the facility supervisor.
- B. When required by the Authority/CMCMUA, the employee, preferably before going off duty but no later than the start of the next shift, shall make out an accident report in writing, on Authority/CMCMUA time, on forms furnished by the Authority/CMCMUA, and shall turn in all available names and addresses of witnesses to the accident.

ARTICLE 28
SEVERABILITY

- A. If any article or section of the Agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such law or tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any article or section is held invalid or enforcement of, or compliance with, has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- C. This provision of this Agreement shall be subject to, and subordinated to, and shall not annul or modify existing applicable provisions of state and local laws.

ARTICLE 29
SUBCONTRACTING

- A. The Authority/CMCMUA agrees to meet with the Union to discuss all incidences of contracting or subcontracting whenever it becomes apparent that a layoff or job displacement will result.
- B. If, during the term of this Agreement, the Authority/CMCMUA contracts out or subcontracts work currently being performed by employees covered by this Agreement and such action results in layoff, the Authority/CMCMUA will attempt to place such employees in alternative locations within their job titles, or any-other positions available, for which they are qualified, prior to layoff.

ARTICLE 30
WORK-CONNECTED INJURIES

- A. In the event an employee suffers a work-connected injury, the employee's sole compensation shall be Workers' Compensation benefits. The employee may supplement Workers' Compensation benefits through available sick leave only. Once available sick leave is used up, the employee shall receive Workers' Compensation payments only.
- B. The Authority/CMCMUA will pay for the first day of a Workers' Compensation injury.
- C. Failure to wear or use required safety equipment may be cause for disciplinary action.
- D. Any employee who is found to be engaged in active employment with any other employer during this period will be subject to suspension of compensation benefits and may be subject to disciplinary action by the Authority/CMCMUA.
- E. In the event an employee returns to work after a work connected injury, but remains under the Workers' Compensation doctor's care, and is required by the doctor to go for a check-up or therapy during working hours due to the injury, the employee shall lose no regular pay while attending check-ups or therapy and shall not be required to use sick or vacation time, provided:
 - 1. the employee presents a doctor's note to his Supervisor substantiating the date and time of the appointment prior to the date of the appointment;
 - 2. the employee makes a good faith attempt to schedule the appointment outside his normal working hours;
 - 3. the employee presents the Authority's form "Certificate of Visit for Work-Related Treatment" to the Medical Provider for completion, and shall submit the completed form to his/her supervisor;
 - 4. the employee returns to work after the appointment to finish his shift;

5. any hours paid to the employee for such an appointment will not be counted as hours worked for purposes of calculating overtime.

ARTICLE 31
PRINTING OF AGREEMENT

- A. The Authority/CMCMUA will reproduce this Agreement as soon as reasonably possible after signing, in sufficient quantities so that each employee in the bargaining unit may receive a copy, plus additional reserve copies for distribution to new employees hired during the time of this Agreement
- B. It is also agreed that the Authority/CMCMUA may place as part of the Agreement a listing of benefits and costs provided to the employees by the Authority/CMCMUA.

ARTICLE 32
TRAVEL REIMBURSEMENT

- A. If an employee is required and authorized to utilize his own vehicle in lieu of an Authority/CMCMUA vehicle to conduct Authority/CMCMUA business, he shall be reimbursed at the IRS rate.
- B. Reimbursement will be made pursuant to the Authority/CMCMUA's normal procedures after submission of appropriate forms to the employee's supervisor.

ARTICLE 33
PERSONAL LEAVE DAY

- A. All regular full-time employees will be entitled to two (2) personal leave day off per year.
- B. Newly hired regular employees shall receive personal leave as follows:
 - 1. For employees hired between January 1st and June 1st, two (2) personal leave days shall be granted for the remainder of the calendar year;
 - 2. For employees hired between June 2nd and November 1st, one (1) personal leave day shall be granted for the remainder of the calendar year;
 - 3. For employees hired between November 2nd and December 31st, no personal leave day shall be granted.
- C. Unused personal leave days may not accumulate from year to year.
- D. Personal leave days may be used on the day before or after a holiday.
- E. Requests for personal leave must be submitted to the Supervisor for approval at least two (2) days in advance of the leave day requested. Approval shall not be unreasonably withheld.
- F. The personal leave day earned for the last quarter of the year under the perfect attendance provision of the Sick Leave Article will be allowed to be carried forward to the following year.
- G. Personal leave days shall be taken in no less than one-half (1/2) day increments.

ARTICLE 34
LABOR/MANAGEMENT COMMITTEES

- A. The Union and the Authority/CMCMUA both recognize that the Solid Waste Program and the Wastewater Treatment Program provide essential public services to the residents of Cape May County, and these services can best be provided when a spirit of mutual cooperation and understanding exists between employees and supervisors at each of the Authority/CMCMUA's facilities.
- B. Therefore, both parties agree to create Labor/Management Committees to assist in reaching solutions to problems affecting each party and to foster improved attitudes and interpersonal relations between employees and supervisors. The Solid Waste Labor/Management Committee shall consist of not more than two (2) representatives of each party, and the Wastewater Labor/Management Committee shall consist of not more than three (3) representatives of each party; both committees shall meet periodically, but not less than once in each three (3) month period, for the purpose of discussing issues which relate to employee work performance and employee morale. One of the quarterly meetings each year shall be a joint meeting with the Solid Waste and Wastewater Committees.
- C. Subject matter which the Labor/Management Committees might consider include, but is not limited to: quality of employee work; improved productivity; quality of work environment; scheduling and reporting times; cost containment and cost reduction controls; absenteeism and overtime; and, potential grievances.
- D. The Labor/Management Committees shall have no authority to add to, detract from or change the terms of this Agreement and shall take no action which interferes with Management Rights as enumerated in Article 5 of this Agreement.

ARTICLE 35
COMPENSATION

- A. Effective January 1, 2010, all members of the bargaining unit shall receive an increase in base hourly rates of 2.75 percent, as illustrated in the attached "Schedule A".
- B. Effective January 1, 2011, all members of the bargaining unit shall receive an additional increase in base hourly rates of 3.0 percent, as illustrated in the attached "Schedule B".
- C. Effective January 1, 2012, all members of the bargaining unit shall receive an additional increase in base hourly rates of 3.25 percent, as illustrated in the attached "Schedule C".
- D. In addition to the above compensation, employees who are not at the maximum step of their grade shall receive an increment on their anniversary date, provided they receive "satisfactory" evaluations. If an employee receives an "unsatisfactory" evaluation, his increment may be withheld by the Authority/CMCMUA. In such event, the employee will be reevaluated within three (3) months. If the employee receives a "satisfactory" evaluation at that time, he will receive his increment at that time. It is specifically understood, however, that no grievance can be filed regarding evaluations unless and until the reevaluation is "unsatisfactory".
- E. In the event an employee is promoted and his total pay increase is less than two (2) increments of the range from which the employee is advanced, the employee will retain his anniversary date. When, however, the total amount of pay increase is equal to or greater than two (2) increments of the range from which the employee is advanced, the employee shall be assigned a new anniversary date on the basis of the effective date of the promotional increase.

F. The salary schedules for the duration of this Contract only are attached hereto as "Schedules A, B, C".

ARTICLE 36
EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Authority hereby agrees that every employee shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective bargaining negotiations with the Authority. As a duly selected body exercising governmental power and color of Laws of the State of New Jersey, the Authority undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or any laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union and its affiliates or collective negotiations with the Authority or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Representatives of the Union shall be permitted time off to attend negotiating sessions (plus up to two (2) hours prep time) with pay, provided the efficiency of the Authority is not affected. This paid time shall not be counted as hours worked for purposes of determining overtime.
- C. The following shall represent the employee's protection of rights:
 - 1. An employee shall have the right to Union representation at each and every step of the grievance procedure set forth in this Agreement.
 - 2. An employee shall not be required to submit to a disciplinary investigation by the Authority and/or representatives of the Authority without Union representation present at such investigation.

3. No recording devices of any type shall be used during such disciplinary investigation.
4. In all disciplinary hearings and/or hearing designed for the appeal of a disciplinary action already taken, the employee shall be entitled to a Union representative, or their designee.
5. In all disciplinary hearings or hearings designed for the appeal of any disciplinary action, the employee and/or his Union representative shall have the right to introduce evidence and witnesses in their behalf. The employee shall be granted the right to a fair hearing of any and all charges made against him/her.
6. No employee shall be intimidated, coerced, or suffer any reprisal by the Authority for having exercised his rights under this Agreement.

ARTICLE 37
INSPECTION PRIVILEGE

- A. It is agreed that Union duties and activities will not be carried on during hours of work, except as provided for in this Agreement. Upon prior notice to the Executive Director or his designee, Union officials shall have the right to enter the work place to satisfy themselves that this Agreement is being observed.
- B. Upon reasonable notice to the Authority and during regular business hours the Business Agent of the Union, their designated representatives or the shop steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individuals whose pay is in dispute.

ARTICLE 38
SHOP STEWARDS

- A. The Authority recognizes the right of the Union to designate shop stewards and alternates. The alternate will act only in the absence of the shop steward and in accordance with present practice.
- B. The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 2. The collection of dues when authorized by appropriate Union action.
 3. The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interferences with Authority's business.
- C. Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Authority's business.
- D. The Authority recognizes the limitations upon the shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Authority in so recognizing such limitations shall have the right to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.
- E. Stewards shall be permitted reasonable time to investigate, present, and process grievances on the property and off the property, with permission of the Authority,

without loss of time or pay provided during their working hours. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime, if the steward and employee are scheduled for work during that time.

ARTICLE 39
RETIREMENT

The employees shall be eligible to participate in the New Jersey Public Employees' Retirement System in accordance with applicable statutes.

ARTICLE 40
LICENSE FEES

The Authority will pay the cost of the Haz Mat fingerprinting fee (effective 1/1/06) for applicable bargaining unit employees, plus up to four (4) hours regular pay to be fingerprinted. Bargaining unit employees will use good faith efforts to schedule the fingerprinting outside of their working hours.

“Applicable” employees are those employees in Authority job titles, which require the hazardous materials endorsement to the CDL driver’s license. These job titles are Composting Worker, Maintenance Worker and Utility Worker (Wastewater). Although not specifically required, Shift Operators who hold the hazardous materials endorsement have been requested to maintain this endorsement for operational flexibility to the Authority, and hence are eligible for reimbursement of fingerprinting costs.

The Authority will also pay annual New Jersey Public Wastewater Operator's license fees for applicable bargaining unit employees.

ARTICLE 41
TERMINATION

A. This Agreement shall be in full force and effect as of January 1, 2010 and shall remain in effect to and including December 31, 2012 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing no sooner than one hundred-fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement or a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

30th day of December, 2009

CAPE MAY COUNTY MUNICIPAL
UTILITIES AUTHORITY (CAPE MAY
COUNTY, NEW JERSEY)

Charles M. Rockis
For the Authority/CMCMUA

TEAMSTERS LOCAL 331

Bonny N. Wolff
For the Union

Carl D. Ray
For the Union

John L. C.
For the Union

Charles W. Osborn
For the Union

Peninette C. Di Cicco
Witness

SALARY SCHEDULES

SCHEDULE A**2.75%****2010 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES****Effective January 1, 2010**

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	23,736	24,923	26,168	27,477	28,851	30,295	31,809	33,397	35,070	35,946
2	24,997	26,245	27,558	28,935	30,382	31,903	33,499	35,173	36,931	37,856
3	26,132	27,439	28,811	30,250	31,763	33,352	35,018	36,769	38,609	39,573
4	27,267	28,630	30,061	31,563	33,142	34,799	36,540	38,367	40,284	41,290
5	28,483	29,907	31,401	32,972	34,623	36,353	38,170	40,078	42,082	43,134
6	28,629	30,060	31,562	33,140	34,797	36,538	38,364	40,282	42,296	43,353
7	29,782	31,272	32,836	34,477	36,201	38,011	39,912	41,908	44,003	45,104
8	30,338	31,854	33,447	35,119	36,874	38,719	40,654	42,687	44,822	45,943
9	31,853	33,445	35,117	36,872	38,715	40,652	42,685	44,820	47,061	48,238
10	33,441	35,112	36,868	38,711	40,648	42,679	44,815	47,056	49,407	50,642
11	35,113	36,869	38,712	40,649	42,680	44,816	47,057	49,408	51,881	53,177
12	36,360	38,179	40,088	42,094	44,198	46,406	48,728	51,163	53,723	55,065
13	37,811	39,703	41,689	43,774	45,963	48,261	50,674	53,207	55,868	57,265
14	39,327	41,292	43,356	45,525	47,801	50,190	52,702	55,337	58,102	59,556
15	40,900	42,944	45,092	47,346	49,713	52,200	54,810	57,549	60,428	61,938
16	41,352	43,418	45,589	47,870	50,263	52,778	55,416	58,187	61,096	62,624
17	42,485	44,610	46,839	49,180	51,639	54,221	56,933	59,779	62,769	64,339
18	43,225	45,386	47,655	50,037	52,540	55,168	57,925	60,820	63,861	65,459
19	44,956	47,205	49,565	52,043	54,645	57,379	60,245	63,259	66,421	68,081
20	46,385	48,706	51,141	53,698	56,383	59,202	62,163	65,271	68,534	70,249
21	47,979	50,376	52,896	55,540	58,317	61,231	64,294	67,508	70,884	72,656

SCHEDULE B

3.00%

2011 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES**Effective January 1, 2011**

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	24,488	25,671	26,953	28,301	29,717	31,204	32,763	34,399	36,122	37,024
2	25,747	27,032	28,385	29,803	31,293	32,860	34,504	36,228	38,039	38,992
3	26,916	28,262	29,675	31,158	32,716	34,353	36,069	37,872	39,767	40,760
4	28,085	29,489	30,963	32,510	34,136	35,843	37,636	39,518	41,493	42,529
5	29,337	30,804	32,343	33,961	35,662	37,444	39,315	41,280	43,344	44,428
6	29,488	30,962	32,509	34,134	35,841	37,634	39,515	41,490	43,565	44,654
7	30,675	32,210	33,821	35,511	37,287	39,151	41,109	43,165	45,323	46,457
8	31,248	32,810	34,450	36,173	37,980	39,881	41,874	43,968	46,167	47,321
9	32,809	34,448	36,171	37,978	39,876	41,872	43,966	46,165	48,473	49,685
10	34,444	36,165	37,974	39,872	41,867	43,959	46,159	48,468	50,889	52,161
11	36,166	37,975	39,873	41,868	43,960	46,160	48,469	50,890	53,437	54,772
12	37,451	39,324	41,291	43,357	45,524	47,798	50,190	52,698	55,335	56,717
13	38,945	40,894	42,940	45,087	47,342	49,709	52,194	54,803	57,544	58,983
14	40,507	42,531	44,657	46,891	49,235	51,696	54,283	56,997	59,845	61,343
15	42,127	44,232	46,445	48,766	51,204	53,766	56,454	59,275	62,241	63,796
16	42,593	44,721	46,957	49,306	51,771	54,361	57,078	59,933	62,929	64,503
17	43,760	45,948	48,244	50,655	53,188	55,848	58,641	61,572	64,652	66,269
18	44,522	46,748	49,085	51,538	54,116	56,823	59,663	62,645	65,777	67,423
19	46,305	48,621	51,052	53,604	56,284	59,100	62,052	65,157	68,414	70,123
20	47,777	50,167	52,675	55,309	58,074	60,978	64,028	67,229	70,590	72,356
21	49,418	51,887	54,483	57,206	60,067	63,068	66,223	69,533	73,011	74,836

SCHEDULE C**3.25%****2012 PAY SCHEDULE FOR BARGAINING UNIT EMPLOYEES****Effective January 1, 2012**

GRADE	MINIMUM	1	2	3	4	5	6	7	8	9
1	25,284	26,505	27,829	29,221	30,683	32,218	33,828	35,517	37,296	38,227
2	26,584	27,911	29,308	30,772	32,310	33,928	35,625	37,405	39,275	40,259
3	27,791	29,181	30,639	32,171	33,779	35,469	37,241	39,103	41,059	42,085
4	28,998	30,447	31,969	33,567	35,245	37,008	38,859	40,802	42,842	43,911
5	30,290	31,805	33,394	35,065	36,821	38,661	40,593	42,622	44,753	45,872
6	30,446	31,968	33,566	35,243	37,006	38,857	40,799	42,838	44,981	46,105
7	31,672	33,257	34,920	36,665	38,499	40,423	42,445	44,568	46,796	47,967
8	32,264	33,876	35,570	37,349	39,214	41,177	43,235	45,397	47,667	48,859
9	33,875	35,568	37,347	39,212	41,172	43,233	45,395	47,665	50,048	51,300
10	35,563	37,340	39,208	41,168	43,228	45,388	47,659	50,043	52,543	53,856
11	37,341	39,209	41,169	43,229	45,389	47,660	50,044	52,544	55,174	56,552
12	38,668	40,602	42,663	44,766	47,004	49,351	51,821	54,411	57,133	58,560
13	40,211	42,223	44,336	46,552	48,881	51,325	53,890	56,584	59,414	60,900
14	41,823	43,913	46,108	48,415	50,835	53,376	56,047	58,849	61,790	63,337
15	43,496	45,670	47,954	50,351	52,868	55,513	58,289	61,201	64,264	65,869
16	43,977	46,174	48,483	50,908	53,454	56,128	58,933	61,881	64,974	66,599
17	45,182	47,441	49,812	52,301	54,917	57,663	60,547	63,573	66,753	68,423
18	45,969	48,267	50,680	53,213	55,875	58,670	61,602	64,681	67,915	69,614
19	47,810	50,201	52,711	55,346	58,113	61,021	64,069	67,275	70,637	72,402
20	49,330	51,797	54,387	57,107	59,961	62,960	66,109	69,414	72,884	74,708
21	51,024	53,573	56,254	59,065	62,019	65,118	68,375	71,793	75,384	77,268